

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE Same as Bk. 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Shared Services Center Procurement Office, Bldg. 5100 Stennis Space Center, MS 39529-6000 Attn: Ann Sharpe		14. ADMINISTERED BY (If other than Item 6) N/A		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) COMPUTER SCIENCES CORPORATION Information Technology & Science Solutions Division 7700 Hubble Drive Lanham Seabrook, MD 20706		(4) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNX05AA01C 10B. DATED (SEE ITEM 13) May 17, 2005		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

14. A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Section I FAR Clause 52.243-2, "Changes-Cost Reimbursement," AUG 1987 w/Alt II, APR 1984
D.	OTHER Specify type of modification and authority)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	<u>Contract Amount</u>	<u>Incremental Funding</u>
Prior Amount	\$ [REDACTED]	\$ [REDACTED]
This Action	\$ [REDACTED]	\$ [REDACTED]
New Total	\$ [REDACTED]	\$ [REDACTED]

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jan Kellett Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANN SHARPE Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 04/17/06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/17/2006

BLOCK 14 CONTINUED, DESCRIPTION OF AMENDMENT/MODIFICATION.

A. The purpose of this Supplemental Agreement is to provide for the following changes to the Contract: Realignment of the Periods of Performance to coincide with the Government's fiscal years, and changes to the required work in the Performance Work Statement, which is within the general scope of the Contract. These changes affect Section B, Section F, and Attachments J-1, J-5 and J-7 to Section J of the Contract, are the result of CSC's proposal dated 3/27/2006, submitted in response to NSSC's Letter RFP number NNX06SS003R, fall within the general scope of the Contract, and result in an award which is being made without discussions, with an increase in contract value in the amount of \$[REDACTED] covering the full 10-year period. (NOTE: This Supplemental Agreement covers the Phase-in/Base period only -- no options periods. For the Phase-in/Base period, change in Contract value is \$[REDACTED]) Accordingly the contract document is changed as follows:

1. In Section B.2, "Estimated Cost and Award Fee," all dollar amounts listed under columns "Estimated Cost," "Maximum Available Award Fee" and "Total," are hereby revised as indicated on replacement Contract Page 1 -- which is ATTACHMENT 1 -- to this Modification.

2. In Section F.2, "Periods of Performance," dates are changed as indicated on replacement Contract Page 7 -- which is ATTACHMENT 2 -- to this Modification, to allow for alignment of contract years with the Government's fiscal years.

3. In Section G.5, "Award Fee for Service Contracts," change Item "(2)" of paragraph (b) to read as follows. (See ATTACHMENT 3 to this modification, which is replacement Page 13 to the Contract.)

"...and (2) subsequent to this first period, the Government shall evaluate the Contractor's performance every evaluation period established by the Award Fee Plan (Attachment No. J-5)."

4. Attachment Number J-1 entitled, "Performance Work Statement (PWS)," is hereby changed as indicated in below. The ATTACHMENTS provided for below replace and update pages to Attachment J-1 of the Contract. Changes to J-1 are reflected below.

a. Under Section 2.6, "Innovations and Continuous Process Improvements," a second paragraph is hereby added to provide for project management support (see replacement page 7 {ATTACHMENT 4}).

b. Under Subsection 3.4.2.3, "IT Program and Project Management Support," an additional bullet is hereby added to provide for NSSC IT Consumables Program (see replacement pages 42 and 42A {ATTACHMENT 5}).

5. Appendix A of the Contracts "Award Fee Plan" (Contract Attachment J-5), is hereby changed to allow for shift in the evaluation periods and associated maximum available award fee, which coincides with the change in the Periods of Performance in Item A.2 above. ATTACHMENT 6 replaces and updates Appendix A.

6. Contract's Section J-7, "Subcontracting Plan for Small, Small Disadvantaged, and Women-Owned Small Business Concerns," is hereby replaced with the Contractor's updated Plan dated 3/27/2006 (ATTACHMENT 7), which has been found acceptable by the Government.

BLOCK 14 CONTINUED, DESCRIPTION OF AMENDMENT/MODIFICATION.

B. List of Attachments to this document:

ATTACHMENT NO. 1 – Replacement Page 1 of the Contract.....	1 Page
ATTACHMENT NO. 2 – Replacement Page 7 of the Contract.....	1 Page
ATTACHMENT NO. 3 – Replacement Page 13 of the Contract	1 Page
ATTACHMENT NO. 4 – Replacement Page 7 to Contract J-1 PWS	1 Page
ATTACHMENT NO. 5 – Replacement Pages 42 and 42A to Contract J-1 PWS.....	2 Pages
ATTACHMENT NO. 6 – Replacement Page 12/Appendix A to Contract J-5, Award Fee Plan	1 Page
ATTACHMENT NO. 7 – Replacement Contract Attachment J-7, Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Small Business Concerns, dated 3/27/06	10 Pages

C. Contractor's Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments of Computer Sciences Corporation's (CSC) proposal dated March 27, 2006, received in response to NASA/NSSC's Letter RFP Number NNX06SS003R, wherein CSC's proposal has been accepted without discussions, the Contractor hereby releases the Government from any and all liability under the Contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

D. Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remain unchanged and in full force and effect.

- (f) Reserved.
 - (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
 - (h) Cafeteria privileges for Contractor employees during normal operating hours.
 - (i) Building maintenance for facilities occupied by Contractor personnel.
 - (j) Moving and hauling for office moves (excluding the move from the interim to the permanent NSSC facility), movement of large equipment, and delivery of supplies.
 - (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property. They are further defined in the following property management directives and installation supplements to these directives.
 - (1) Series 4200.1, NASA Equipment Management Manual.
 - (2) Series 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.
 - (3) Series 4300.1, NASA Personal Property Disposal Manual.
 - (4) Series 4100.1, NASA Materials Inventory Management Manual. SSC will provide the Contractor with all applicable regulations, handbooks, and other materials that may be required.
 - (m) Installation services facilities: duplicating and copying, library, official mail services, general use printers.
 - (n) Government Bills of Lading (GBL)'s for shipment of Government property located onsite and offsite.
 - (o) Disposal Services for excess on-site and off-site Contractor-held/Government-owned property.
 - (p) Fuels, oils, lubricants for Government vehicle and equipment operation.
- (End of Clause)

G.5 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUNE 2000)

- (a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- (b) The Government shall evaluate the Contractor's performance on a periodic basis to determine the amount of award fee earned by the Contractor during the period in accordance with attachment J-5, and as follows: (1) The first evaluation period will cover the Contractor's performance during the Phase-in period; and (2) subsequent to this first period, the Government shall evaluate the Contractor's performance every evaluation period established by the Award Fee Plan (Attachment No. J-5).

PART I – THE SCHEDULE**SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

- (a) The Contractor shall provide the services in support of the NASA Shared Services Center (NSSC) as described in Section C of this contract and shall perform and/or deliver the following:

CLIN	Description	Reference	Schedule
01	Services in accordance with the PWS for Phase-in period	B.2, C.1	See F.2
02	Services in accordance with the PWS for Base period	B.2, C.1	See F.2
03	Services in accordance with the PWS for Option 1 period	B.2, C.1	See F.2
04	Services in accordance with the PWS for Option 2 period	B.2, C.1	See F.2
05	Services in accordance with the PWS for Option 3 period	B.2, C.1	See F.2
06	Services in accordance with the PWS for Option 4 period	B.2, C.1	See F.2
07	Services in accordance with the PWS for Option 5 period	B.2, C.1	See F.2

(End of Clause)

B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated costs and award fees for each period of this contract are as follows:

Item No.	Description	Estimated Cost	Maximum Available Award Fee	Total
CLIN 01	PHASE-IN	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
CLIN 02	BASE PERIOD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 03	OPTION 1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 04	OPTION 2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 05	OPTION 3	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 06	OPTION 4	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 07	OPTION 5	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL BASE + OPTIONS		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
GRAND TOTAL (WITH PHASE-IN)		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Note:	The periods of performance for periods 01-07 are included in clause F.2 of this solicitation.			

(End of clause)

SECTION F DELIVERIES OR PERFORMANCE**F.1 LISTING OF SECTION F CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) –

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER – ALTERNATE I (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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NONE INCLUDED BY REFERENCE

(End of Clause)

F.2 PERIODS OF PERFORMANCE

- 1) The phase-in period of performance of this contract shall be from September 1, 2005 through February 28, 2006.
- 2) The base period of performance of this contract shall be from March 1, 2006 through September 30, 2010.
- 3) If exercised, the period of performance for Option 1 of this contract shall be from October 1, 2010 through September 30, 2011.
- 4) If exercised, the period of performance for Option 2 of this contract shall be from October 1, 2011 through September 30, 2012.
- 5) If exercised, the period of performance for Option 3 of this contract shall be from October 1, 2012 through September 30, 2013.
- 6) If exercised, the period of performance for Option 4 of this contract shall be from October 1, 2013 through September 30, 2014.
- 7) If exercised, the period of performance for Option 5 of this contract shall be from October 1, 2014 through August 31, 2015.

2.3 REPORTING/INFORMATION REQUESTS

The SP shall respond to all data calls and requests for reports and information, including scheduled and ad hoc requests, from the COTR or NSSC CO. The SP shall notify the COTR of requests received from other sources prior to responding to those requests. The SP shall provide support to the NSSC CO for all Freedom of Information Act (FOIA) requests and refer FOIA inquiries to the NSSC CO.

2.4 NSSC SITE VISITS/INSPECTIONS

The SP shall support all NSSC site visits and inspections when notified by the COTR. The SP shall cooperate with visiting Government personnel conducting official inspection visits and surveys. The SP shall notify the COTR of planned visits, investigations, or corrective actions required by Federal, state, and local agencies. The SP shall notify the COTR of the unannounced arrival of representatives from any external Federal, state, or local government agency or organization.

2.5 WORKLOAD DATA REPORT/PERFORMANCE METRICS

The SP shall provide and maintain a controlled-access on-line, automated management and work information system(s). This management information system shall reflect the workload expended by the SP to accomplish the requirements of the contract or letter of obligation and this PWS.

Access to this system will be defined by the COTR. The SP shall provide authorized users with electronic access to this system. Access includes the ability to read and download data, and construct and execute ad hoc queries and custom reports with current and historical data. Data shall be compatible with Microsoft software products. Data shall be current, accurate, and complete. The SP shall develop and maintain user guides and provide training for users on how to access on-line management information systems.

Attachment J-3 Technical Exhibit 4 contains the Performance Requirements Summary (PRS), which is a listing of minimum performance requirements that the Government intends to use to verify and evaluate SP performance. The SP shall develop, maintain, analyze, and report performance metrics for work described in this PWS, particularly, performance requirements addressed in the PRS. The SP shall report these metrics as part of management reviews. The SP shall provide objective, measurable metrics as partnered with the NSSC. The SP shall report existing or potential problem areas with recommended solutions. The SP shall submit a monthly electronic Performance Metrics Report to the NSSC, in accordance with DRD 2.5-1.

The SP shall prepare and deliver reports upon request from the NSSC CO or COTR. Requested reports may contain Administratively Controlled Information (ACI) as defined in NPR 1600.1 "NASA Security Program Procedural Requirements," Chapter 5, section 5.22, as amended.

2.6 INNOVATION AND CONTINUOUS PROCESS IMPROVEMENTS

The SP shall continuously assess and benchmark internal processes to look for ways to improve services. The SP shall continuously improve business processes and increase productivity to continually optimize the quality of services provided to the NSSC. Additionally, the SP shall provide support in developing business case analysis for future NSSC work identified by the NSSC management team.

The SP shall provide project management support in developing and maintaining NSSC strategic plans, integrated project schedules, consolidated emergency preparedness plans, and consolidated continuity of operations plans, as required.

- The SP shall support the CM process at the NSSC Site used to identify, baseline, document and record information technology and systems. The SP shall support the integration of all IT CM reporting for the NSSC site. This process shall ensure a systematic control of changes to information technology and systems, and shall also ensure that the information technology and systems are in compliance with the Agency requirements and government and industry standards and mandates. CM shall be performed for existing and future NSSC Site information technology and systems. The SP shall provide a CM plan (DRD 3.4-3).
- The SP shall support NASA in planning for the implementation of future NASA and Federal Government IT initiatives (see section 3.4.5) at the NSSC Site.
- NSSC IT Consumables Program

The IT Consumables Program provides "just-in-time" delivery of consumables for NSSC's copiers, printers, and fax equipment. The Contractor shall follow the goals of the program as follows:

1. Provide an efficient, effective and best value approach to acquire and keeping consumables for NSSC's copiers, printers, and fax equipment available to support NSSC operations. Methods to be considered include negotiating volume discounts, paying for material only when it is used, keeping inventory low, and maintaining cost control and accountability. Should required consumables be otherwise provided for by other vendor(s), the SP shall coordinate with the other vendor(s) and verify backup consumables are always readily available.
2. Comply with the Javits-Wagner-O'Day Act (JWOD) that requires that government agencies purchase from the National Industries for the Blind and the National Institute for the Severely Handicapped (NIB/NISH).
3. Meet environmental requirements, specifically affirmative Procurement goals for recycled/recoverable content and hazardous materials management.

Limitations

This program is limited to general consumables for NSSC's equipment as defined above. Purchase of the following items are excluded: Tagged Equipment, Computer Equipment, Furniture, General Office Supplies, Cafeteria Supplies, Janitorial Supplies, Bulk paper, Electrical devices (space heaters, fans, outlet strips, etc.), Medical Supplies, and Computer paper supplied by the Government Printing Office.

3.4.2.4 Accessibility

The SP shall comply with the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The scope of Section 508 is broad and includes not only computers and software, but also telephones, public and private web sites, documentation, and most other forms of electronic and information technology. The SP shall adhere to the Access Board standards at 36 CFR Part 1194 for all NSSC products and services.

3.4.3 Technology Implementation, Systems Development, and Engineering for the NSSC Site

The SP shall perform systems development and engineering tasks for the NSSC Site (DRD 3.4-9). The SP shall provide software integration, software engineering, CM, software application development, web application development, application enhancements, and technology implementation for the NSSC Site. These development and/or implementation tasks shall make the greatest use of Commercial-Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS) products practicable. The SP shall ensure compatibility with existing Agency applications and systems. Primarily, these tasks are envisioned to

include, but are not limited to, a Customer Contact Center (e.g., an integrated NSSC Web Site and contact center that is linked with existing Web sites and contact centers at the NSSC Virtual Site), an approved Grant Study system solution, and intranet-based Web applications. The SP shall also provide enhancements to software tools/applications at the NSSC Site and/or provide other system development/engineering services based on NSSC requirement.

The SP shall provide all hardware, software, firmware, and middleware required for technology implementation, systems development, and engineering tasks at the NSSC Site. Additionally, as provider of the IT assets, the SP shall provide for all related goods and services. The SP goods and services include, but are not limited to, sustaining engineering, maintenance, service agreement management, server platform administration, systems administration, database administration, system back-ups and restores, applications administration, functional application support, inventory control, license management. The SP shall develop software in accordance with relevant standards and policies from NASA's Software Safety and Assurance Program in accordance with NASA-STD 8719.13a "Software Safety" and NPD 8730.4 "Software Independent Verification and Validation Policy," as amended. In addition, software tasks shall follow the direction in NPD 2820.1, "NASA Software Policies," as amended. Additionally, the SP shall adhere to all Federal and NASA policies and regulations concerning application and web site development.

All preventative maintenance that results in significant downtime for NSSC Site systems shall be performed during non-business hours and be scheduled at a minimum of 48 hours in advance.

APPENDIX A

EVALUATION PERIODS AND MAXIMUM AVAILABLE AWARD FEE

Period Number	Description	Start Date	End Date	Available Max	Award Fee Earned
1	Phase-In	09/01/2005	02/28/2006	\$ [REDACTED]	\$TBD
2	Base	03/01/2006	09/30/2006	\$ [REDACTED]	\$TBD
3		10/01/2006	03/31/2007	\$ [REDACTED]	\$TBD
4	Base	04/01/2007	09/30/2007	\$ [REDACTED]	\$TBD
5		10/01/2007	03/31/2008	\$ [REDACTED]	\$TBD
6	Base	04/01/2008	09/30/2008	\$ [REDACTED]	\$TBD
7		10/01/2008	03/31/2009	\$ [REDACTED]	\$TBD
8	Base	04/01/2009	09/30/2009	\$ [REDACTED]	\$TBD
9		10/01/2009	03/31/2010	\$ [REDACTED]	\$TBD
10	Base (Last Six Months)	04/01/2010	09/30/2010	\$ [REDACTED]	\$TBD
11	Option 1	10/01/2010	03/31/2011	\$ [REDACTED]	\$TBD
12		04/01/2011	09/30/2011	\$ [REDACTED]	\$TBD
13	Option 2	10/01/2011	03/31/2012	\$ [REDACTED]	\$TBD
14		04/01/2012	09/30/2012	\$ [REDACTED]	\$TBD
15	Option 3	10/01/2012	03/31/2013	\$ [REDACTED]	\$TBD
16		04/01/2013	09/30/2013	\$ [REDACTED]	\$TBD
17	Option 4	10/01/2013	03/31/2014	\$ [REDACTED]	\$TBD
18		04/01/2014	09/30/2014	\$ [REDACTED]	\$TBD
19	Option 5	10/01/2014	03/31/2015	\$ [REDACTED]	\$TBD
20		04/01/2015	08/31/2015	\$ [REDACTED]	\$TBD

ATTACHMENT NO. 6
TO MODIFICATION NO. 6
OF CONTRACT NNX05AA01C

3.7 Small Business Subcontracting Plan

3.7.1 Type of Plan

This is an *individual plan* where all elements are developed specifically for this contract and are applicable for the full term of this contract.

3.7.2 Goals

The below goals are shown both as a percentage of all planned subcontracting and a percentage of the contract value. In accordance with FAR 19.704 for reporting purposes on the SF 294, the percentage of all planned subcontracting will be shown (consistent with instructions on the report).

A. Estimated dollar value of all planned subcontracting is:

REDACTED



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Use or disclosure of data contained on this sheet is subject to the restriction
on the title page of this proposal.

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